

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

GREY MATTER MEDICAL )  
PRODUCTS, LLC, )  
Plaintiff, )  
v. )  
SCHREINER GROUP LIMITED )  
PARTNERSHIP, et al. )  
Defendants. )

) No. 3:13-cv-05861-BHS  
**LIMITED PROTECTIVE ORDER**

Upon Joint Motion of all the parties for a Limited Protective Order the Court hereby issues this Order as follows:

1. The Defendants' sales contract, sales figures, cost of producing any profits of the sales, including related documents, shall be considered "Trade Secret/Commercially Sensitive" for the purposes of this lawsuit only.

2. The protections conferred by this Order cover not only "Trade Secret/Commercially Sensitive" material (as referred to above), but also (1) any information copied or extracted from "Trade Secret/Commercially Sensitive" material; (2) all copies, excerpts, summaries, or compilations of "Trade Secret/Commercially Sensitive" material; and (3) any testimony, conversations or

1 presentations by parties or their counsel that might reveal "Trade  
2 Secret/Commercially Sensitive" material. However, the protections conferred by  
3 this Order do not apply to any information that is in the public domain or becomes  
4 part of the public domain through no act or omission of Plaintiff.  
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6       3. Unless otherwise ordered by the Court or permitted in writing by  
7 Defendants, Plaintiff may disclose any "Trade Secret/Commercially Sensitive"  
8 material only to:

9           (a) the receiving party's counsel of record in this action, as well as  
10 employees of counsel to whom it is reasonably necessary to disclose the information  
11 for this litigation;

12           (b) experts and consultants to whom disclosure is reasonably necessary for  
13 this litigation and who have signed a statement similar to the "Acknowledgment and  
14 Agreement To Be Bound" that is Exhibit A to this Limited Protective Order.

15           (c) the Court, Court personnel, and court reporters and their staff;

16           (d) copy or imaging services retained by counsel to assist in the duplication  
17 of "Trade Secret/Commercially Sensitive" material, provided that counsel for the  
18 party retaining the copy or imaging service instructs the service not to disclose any  
19 "Trade Secret/Commercially Sensitive" material to third parties and to immediately  
20 return all originals and copies of any confidential material;  
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1                         (e)     during their depositions, witnesses in the action to whom disclosure is  
2 reasonably necessary and who have signed the "Acknowledgment and Agreement to  
3 Be Bound", Exhibit A to this Order, unless otherwise agreed by the Defendants or  
4 ordered by the Court. Pages of transcribed deposition testimony or exhibits to  
5 depositions that reveal "Trade Secret/Commercially Sensitive" material must be  
6 separately bound by the court reporter and may not be disclosed to anyone except as  
7 permitted under this Order; and  
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10                         (f)     the author or recipient of a document containing the "Trade  
11 Secret/Commercially Sensitive" information, or a custodian or other person who  
12 otherwise possessed or knew the information.  
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14                  4.     Before filing "Trade Secret/Commercially Sensitive" material or  
15 discussing or referencing such material in court filings, the Plaintiff shall confer  
16 with the Defendants to determine whether the Defendants will remove the "Trade  
17 Secret/Commercially Sensitive" designation, whether the document can be redacted,  
18 or whether a motion to seal or stipulation and proposed order is warranted. Local  
19 Civil Rule 5(g) sets forth the procedures that must be followed and the standards  
20 that will be applied when a party seeks permission from the Court to file material  
21 under seal.  
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24                  5.     If Plaintiff learns that, by inadvertence or otherwise, it has disclosed  
25 "Trade Secret/Commercially Sensitive" material to any person or in any  
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1 circumstance not authorized under this Order, the Plaintiff must immediately (a)  
2 notify in writing the Defendants of the unauthorized disclosures, (b) use its best  
3 efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
4 person or persons to whom unauthorized disclosures were made of all the terms of  
5 this Order, and (d) request that such person or persons sign the "Acknowledgment  
6 and Agreement to Be Bound", Exhibit A to this Order.  
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9       6. Within 60 days after the termination of this action, including all  
10 appeals, Plaintiff must return all "Trade Secret/Commercially Sensitive" material to  
11 the Defendants, including all copies, extracts and summaries thereof. Alternatively,  
12 the parties may agree upon appropriate methods of destruction.  
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14       Notwithstanding this provision, counsel are entitled to retain one archival  
15 copy of all documents filed with the Court, trial, deposition, and hearing transcripts,  
16 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
17 and consultant and expert work product, even if such materials contain "Trade  
18 Secret/Commercially Sensitive" material.  
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21       The confidentiality obligations imposed by this Order shall remain in effect  
22 until a designating party agrees otherwise in writing or the Court orders otherwise.  
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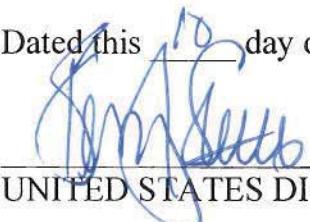
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1 Presented by:

2 Patricia A. Walker  
3 John C. Guadnola  
4 Philip P. Mann  
5 Timothy J. Billick  
Mark P. Walters

6

7 Dated this 10 day of September, 2014.

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9 \_\_\_\_\_  
10 UNITED STATES DISTRICT JUDGE

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EXHIBIT A

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
[print or type full address], declare under penalty  
jury that I have read in its entirety and understand the Limited Protective Order that  
sued by the United States District Court for the Western District of Washington on  
\_\_\_\_\_ [date] in the case of Grey Matter Medical Products, LLC v. Schreiner  
Limited Partnership, U.S. District Court, Western District of Washington at  
na, Case No.: 3:13 - cv- 05861 - BHS. I agree to comply with and to be bound by all  
rms of this Limited Protective Order and I understand and acknowledge that failure to  
nply could expose me to sanctions and punishment in the nature of contempt. I  
nly promise that I will not disclose in any manner any information or item that is  
ct to this Limited Protective Order to any person or entity except in strict compliance  
he provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Limited Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

Signature: \_\_\_\_\_